

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

FRANCISCO GUTIERREZ,

Plaintiff,

v.

Case No. 2:19-cv-00916-JLB-NPM

PERFORMANCE TRANSPORTATION,
LLC, and KEITH HAROLD SMITH,


Defendants.

_____ /

ORDER

The parties have stipulated to dismissal of this action with prejudice. (Doc. 58); Fed. R. Civ. P. 41(a)(1)(A)(ii). They “further request” that the Court retain jurisdiction to enforce their settlement but do not explicitly condition their stipulation upon such retention. (*Id.*) Because the stipulation is not explicitly conditioned on a subsequent occurrence, it is self-executing; the Court cannot retain jurisdiction.¹ See *Anago Franchising, Inc. v. Shaz*, 677 F.3d 1272, 1278 (11th Cir. 2012). Accordingly, the Clerk of Court is **DIRECTED** to close the file.

ORDERED in Fort Myers, Florida, on February 22, 2021.



JOHN L. BADALAMENTI
UNITED STATES DISTRICT JUDGE

¹ Even if the parties had properly requested the Court to retain jurisdiction, the Court would not do so under these circumstances. Breaches of a settlement agreement may be enforced in state court.